

Jaime G. Torrens, Chief Facilities Officer
Office of School Facilities

SUBJECT: INTERLOCAL COOPERATIVE AGREEMENT WITH BROWARD COLLEGE OFFICE OF BUSINESS SERVICES AND RESOURCE MANAGEMENT, BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT, THE SCHOOL BOARD OF PALM BEACH COUNTY OFFICE OF DIVERSITY IN BUSINESS PRACTICES, AND PALM BEACH COUNTY OFFICE OF SMALL BUSINESS ASSISTANCE TO SHARE INFORMATION AND A SIMPLIFIED CERTIFICATION PROCESS FOR SMALL/MICRO, MINORITY/WOMEN AND VETERAN FIRMS

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

The importance of fair, equitable, and efficient contracting procedures is a continuing obligation of Miami-Dade County Public Schools (District). To this end, the District actively seeks to identify and implement best practices that stimulate the economic growth of local businesses and increase participation of Small/Micro, Minority/Women, and Veteran Business Enterprises on District contracts. The development of an Interlocal Cooperative Agreement (Agreement) with Broward College Office of Business Services and Resource Management (College), Broward County Office of Economic and Small Business Development (Broward County), The School Board of Palm Beach County Office of Diversity in Business Practices (Palm Beach School Board), and Palm Beach County Office of Small Business Assistance (Palm Beach County), is a no-cost effective business strategy for each institution to expand opportunities for certified firms and reducing barriers in the certification process.

The Agreement recognizes the common interest of the College, Broward County, Palm Beach School Board, Palm Beach County, and District in sharing information relating to Small/Micro, Minority/Women, and Veteran Businesses, including certification information and community outreach events for their respective agencies. The Agreement leverages existing resources to expand the pool of certified vendors without additional costs to the parties, while simplifying the steps in the certification process for these businesses if they are certified by another government agency.

A staff designee from the Office of Economic Opportunity will meet periodically with designees from the College, Broward County, Palm Beach School Board, and Palm Beach County to discuss vendor and community outreach information, including but not limited to awards, reports, concerns, complaints, improvements, and suspensions.

The initial term of the Agreement is for two years effective from the date of execution by all parties. The Agreement may be extended by mutual written agreement for an additional two-year period. Each party reserves the right to terminate the Agreement for any reason upon thirty (30) days written notice. The agreement may not be amended except by written agreement signed by all parties.

In addition to both GOB and non-GOB potential opportunities, anticipated benefits include an expanded certified vendor pool for other District solicitations and a simplified certification process for small/micro, minority/women, and veteran small businesses that meet the District's eligibility criteria for all certification programs. Approval of expansion of these interlocal agreements across the tri-county area, are a result of recent Board action.

RECOMMENDED: That The School Board of Miami-Dade County, Florida authorize the Superintendent to:

1. execute and implement an Interlocal Cooperative Agreement with Broward College Office of Business Services, The School Board of Palm Beach County Office of Diversity in Business Practices, Broward County Office of Economic and Small Business Development, and Palm Beach County Office of Small Business Assistance for a sharing of information and simplified certification process of certified Small/Micro, Minority/Women, and Veteran Business Enterprises, for an initial term of two years from the date of execution by all parties;
2. extend the Agreements by mutual written agreement for an additional two-year period; and
3. renew, terminate, and/or modify the Agreement as needed.

TA:mm

**INTERLOCAL COOPERATIVE AGREEMENT
BY AND AMONG
THE DISTRICT BOARD OF TRUSTEES OF BROWARD
COLLEGE, FLORIDA
and
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

THIS INTERLOCAL COOPERATIVE AGREEMENT FOR THE PURPOSE OF SHARING VENDOR INFORMATION AND FACILITATING THE SUBMISSION OF DOCUMENTS FOR CERTIFICATION ("Agreement") is made and entered as of the 1st day of _____, 2019 ("Effective Date"), by and among **THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE** (hereinafter referred to as "College"), a body corporate and public existing under the laws of the State of Florida, with its principal address at 6400 NW 6 Way, Ft. Lauderdale, FL 33309, a political subdivision of the State of Florida; and **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA** (hereinafter referred to as "Board"), a body corporate and public existing under the laws of the State of Florida, with its principal address at 1450 NE 2nd Avenue, #912, Miami, Florida, 33132, a political subdivision of the State of Florida (hereinafter collectively referred to as "Parties" and a single "Party").

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969" authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

WHEREAS, it is the goal of College's Office of Business Services and Resource Management, and Board's Office of Economic Opportunity to share information from its centralized certification database (hereinafter referred to as "Certification Database"), for purposes of sharing information of certified firms to increase the vendor pool of each Party;

WHEREAS, the sharing of information establishes continuity, reduces burden to local business owners and ease of reference for the Parties, vendors, and community at large when accessing vendor information and community outreach of events from the Database;

WHEREAS, The School Board of Miami-Dade County, Florida, approved this Agreement at its regular Board Meeting of _____, 2019.

Initials Board _____
Initials College _____

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

RECITALS

The above recitals are true and correct and the Parties hereby incorporate them into this Agreement.

DEFINITIONS

CERTIFICATION DATABASE - a systematized collection of data that can be electronically accessed and manipulated, maintained and managed by each Party for the specific purpose of gathering information as it pertains to vendor certification in all respective Programs.

DATA – information on vendor certification in SDB (Small Disadvantage Business) program stored in a database maintained and managed by College.

PROGRAM – small business enterprise program(s) provided for by the Parties for the purpose of aiding, counseling, assisting and protecting the interests of small business concerns

VENDOR - an individual or business certified to provide commodities, goods, or services under the College's SDB program, and are doing business with the Board.

TERMS

1. **TERM OF AGREEMENT:** This Agreement shall be for two (2) years from the Effective Date. The Agreement may be extended for two (2) one-year terms upon mutual written agreement of the Parties. A Party reserves the right to terminate this Agreement with the other Parties without cause, by giving thirty (30) days prior written notice to the non-termination initiating Parties.

2. **RESPONSIBILITIES OF THE PARTIES:**

2.1 **CERTIFICATION:** Certification of firms and information contained in the Certification Database shall be conducted and provided by both Parties. Each Party shall provide certification information that is easily accessible and facilitate the certification process for the business owner. The Parties shall follow the certification requirements of their respective boards.

2.2 **STAFF APPOINTEE:** Parties shall designate a person to act under the direction of and on behalf of the respective Party. Such person shall be

Initials Board _____
Initials College _____

designated by the Director or designee of the College's Office of Business Services and Resource Management or designee for the School Board's Office of Economic Opportunity, respectively.

- 2.3 **MEETINGS:** The respective designated representative or staff appointee(s) shall meet on an as need basis at a mutually agreeable place, date and time for a minimum of three (3) times in a calendar year, by phone and/or in-person. The purpose of these meetings is to share information, discuss best practices, and provide vendor feedback. The ultimate decision-making authority shall rest with each Party's board. It is not the intent of the Parties that this group be considered an advisory group.
- 2.4 **REPORTS:** Parties shall report quarterly to each Party the number of vendors certified and any other information mutually agreed on by both Parties.
- 2.5 **COSTS:** There are no costs associated with this Agreement.
3. **MERGER AND MODIFICATION OF AGREEMENT:** This Agreement constitutes the entire agreement among the Parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement executed by the governing bodies of the Parties.
4. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement contains the complete understanding and agreement of the Parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employee, agent or representative of either Party shall be binding on either Party as a warranty or otherwise, except as expressly set forth herein.
5. **ASSIGNMENT:** This Agreement may not be assigned without the prior written agreement of the Parties. If a Party tries to make such an assignment, such purported assignment shall be deemed null and void and shall constitute a condition of default.
6. **GOVERNING LAW; VENUE:** This Agreement is governed by and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall hereby lie exclusively in a court of competent jurisdiction located in Miami-Dade County, Florida.

Initials Board _____
Initials College _____

7. **DEFAULT:** If the Parties fail to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the Parties may take action in accordance with the Termination clause of this Agreement.

8. **ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS:** This Agreement is subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Parties shall keep records to show its compliance with program requirements. The Parties must make available, upon request of the Party or Parties, a federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Parties which are directly pertinent to this specific Agreement for purposes of making audit, examination, excerpts, and transcriptions. The parties shall maintain records related to this Agreement in accordance with all applicable Florida Statutes.

9. **AUDIT:** All records, regardless of physical form, of the Parties relevant to this Agreement are subject to examination by Management and Audit Department of the Parties. The Parties shall maintain all such records for at least three (3) years following completion of this Agreement.

10. **PAYMENT OF TAXES TO STATE:** The Parties are not responsible for and shall not pay local, state, or federal taxes.

11. **SEVERABILITY:** If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and, if possible, the rights and obligations of the Parties are to be construed and enforced as if Agreement did not contain that term.

12. **FORCE MAJEURE:** Parties are not responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond Parties reasonable control and Parties give notice immediately upon occurrence of the event causing the delay or default or that is reasonably expected to renew this Agreement at least 60 days before the scheduled termination date.

13. **TERMINATION OF AGREEMENT:** Each Party reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days written notice to the other Parties. If said Agreement should be terminated for convenience as provided herein, each Party shall be relieved of all obligations under this Agreement.

14. **WRITTEN NOTICE DELIVERY:** Any notice required or permitted to be given under this Agreement by one Party to the other Party ("Notice") shall hereby be in writing

Initials Board _____
Initials College _____

and shall hereby be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified.

PARTIES Address:

College's Address: College for all purposes under this Agreement and for all Notices hereunder shall hereby be:

College Agency: The District Board of Trustees of Broward College, Florida
Attn: Greg Haile, President
Broward College
111 E Las Olas Blvd
Fort Lauderdale, FL 33301

Contact's Name/Title: Anthea Pennant, District Director Supplier Diversity
Broward College Office of Business Services and Resource
Management

Address: 6400 NW 6 Way
Ft. Lauderdale, FL 33309

Telephone #: 954-201-7307

And a copy to: Broward College Office of the General Council

111 East Las Olas Boulevard, Room 515
Fort Lauderdale, FL 33301

Board's Address. The address for the School Board for all purposes under this Agreement and for all Notices hereunder shall hereby be:

Board Agency: The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

Initials Board _____
Initials College _____

With a copy to: The School Board of Miami-Dade County, Florida
Department: Office of Economic Opportunity
Director: Attention: **Torey Alston, Economic Equity & Diversity Compliance Officer**
Address: 1450 N.E. Second Ave., Suite 428
Miami, FL 33150

And a copy to: The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, Esquire
School Board Attorney'
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

15. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgments pages, if any; may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS HEREOF, the Parties have executed this Agreement in triplicate originals on the date first above written.

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By: _____
Greg Haile, President
Broward College
111 E Las Olas Blvd
Fort Lauderdale, FL 33301
Tel. #954-201-7307

Dated: _____

Approved as to Form and Legal Sufficiency

By: _____
Gregory A. Haile, General Counsel
Broward College

Dated: _____

Initials Board _____
Initials College _____

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Alberto M. Carvalho, Superintendent of Schools
1450 N.W. 2nd Street, Suite 926
Miami, Florida 33132
305-995-2940

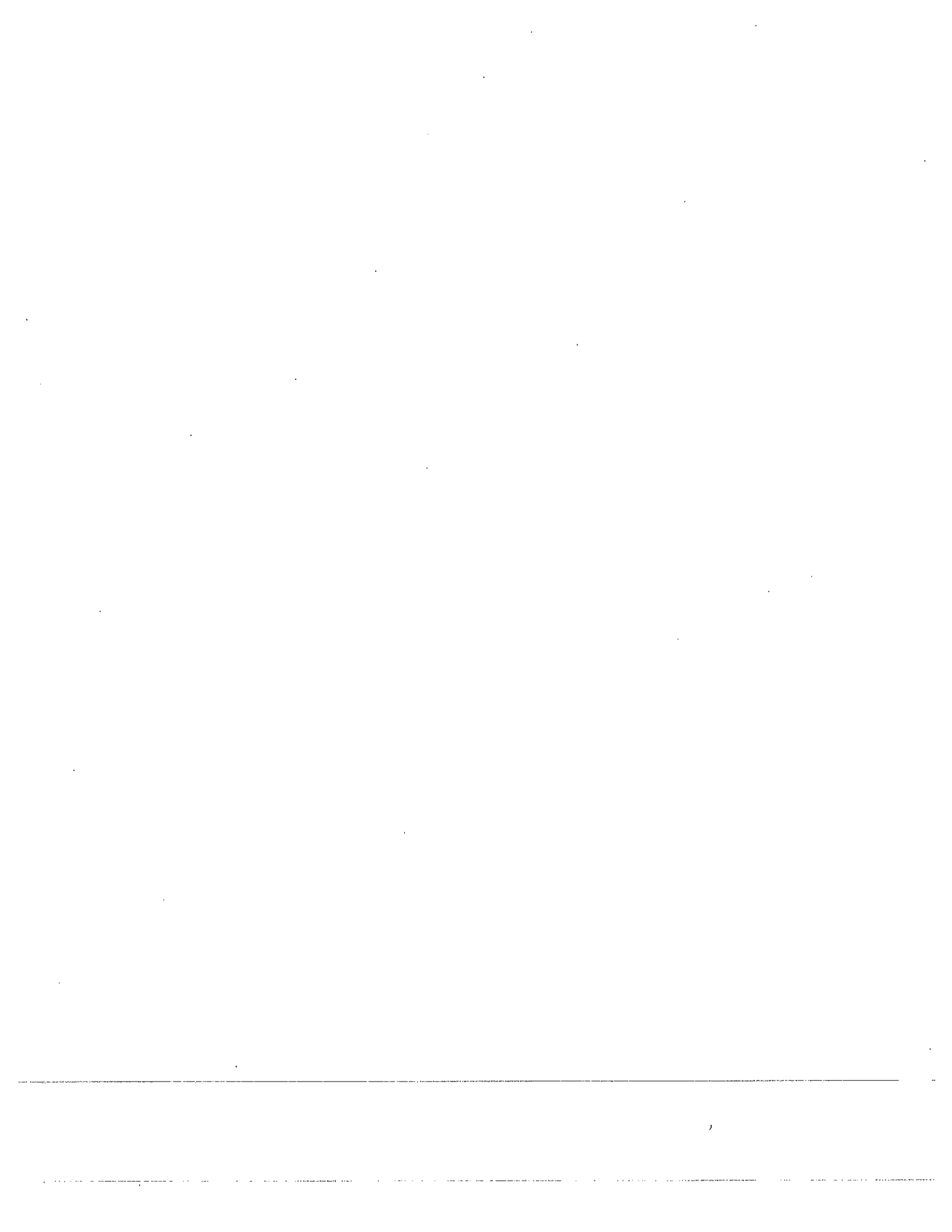
Dated: _____

Approved as to Form and Legal Sufficiency

By: _____
School Board Attorney

Dated: _____

Initials Board _____
Initials College _____



**INTERLOCAL AGREEMENT
BETWEEN
THE SCHOOL BOARD OF MIAMI DADE COUNTY, FLORIDA
AND
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

THIS IS AN INTERLOCAL AGREEMENT FOR THE PURPOSE OF CERTIFYING SMALL AND MINORITY/WOMENBUSINESS ENTERPRISES ("Agreement") is made and entered into this ____ day of _____, 2019, by and between: The **SCHOOL BOARD OF MIAMI DADE COUNTY, FLORIDA** (hereinafter referred to as "MIAMI DADE SCHOOL BOARD"), a corporate body politic pursuant to the Constitution of the State of Florida, with its principal address at 1450 NE 2nd Avenue, #912, Miami, FL 33132, and The **SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, (hereinafter referred to as "PALM BEACH SCHOOL BOARD"), a corporate body politic pursuant to the Constitution of the State of Florida, with its principal address at 3300 Summit Boulevard, West Palm Beach, FL 33406-5869 each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, MIAMI DADE SCHOOL BOARD has a program designed to increase the number of contracts awarded to Small Business Enterprises (SBEs) and track the participation of Minority/Women Business Enterprises (M/WBEs) awarded contracts; and

WHEREAS, PALM BEACH SCHOOL BOARD has programs designed to increase the number of contracts awarded to Small Business Enterprises (SBEs) and Minority/Women Business Enterprises (M/WBEs) to track participation in awarded contracts; and

WHEREAS, MIAMI DADE SCHOOL BOARD and PALM BEACH SCHOOL BOARD wish to enter into an Interlocal agreement for certification of Small and Minority/Women Business Enterprises, to simplify the certification process and reduce the volume of paperwork required of Small and Minority/Women Business Enterprises; and

WHEREAS, MIAMI DADE SCHOOL BOARD and PALM BEACH SCHOOL BOARD presently employ substantively similar processes and methods in the processing of certification applications, making redundant the need for a subsequent review session; of all certification documents, and

WHEREAS, MIAMI DADE SCHOOL BOARD and PALM BEACH SCHOOL BOARD will use a multi-Agency Certification Interlocal Cover Sheet for certification of Small and Minority/Women Business Enterprises although each agency will use its own Certification Application; and

WHEREAS, MIAMI DADE SCHOOL BOARD and PALM BEACH SCHOOL BOARD are entering into this Agreement solely for purposes of facilitating the certification of Small and Minority/Women Business Enterprises; and

WHEREAS, MIAMI DADE SCHOOL BOARD and PALM BEACH SCHOOL BOARD have determined that it is mutually beneficial and in the best interest of the citizens, residents, and/or customers of these agencies to enter into this Agreement; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

The above recitals are true and correct and are incorporated herein.

ARTICLE 1 - TERM OF AGREEMENT

- 1.1 This Agreement will be effective upon approval of all Parties. Unless terminated pursuant to the Article 7 in this Agreement shall terminate automatically Ten (10) years from the effective date.

Initials Board _____

Initials School Board of Palm Beach _____

ARTICLE 2 – COMPENSATION

- 2.1 The Parties agree that the costs for the processing of certification applications received by the individual entities will continue to be the responsibility of each entity.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES

- 3.1 Each party shall be responsible for processing certification applications for Small and Minority and Women Business Enterprises in accordance with the terms set forth in the certification procedures to accompany this Interlocal Agreement, as Exhibit "A" attached hereto and incorporated herein.
- 3.2 MIAMI DADE SCHOOL BOARD, and PALM BEACH SCHOOL BOARD will accept the approved certifications of the other to the extent such certifications are consistent with the individual agencies' business type income guidelines and domicile requirements.
- 3.3 MIAMI DADE SCHOOL BOARD and PALM BEACH SCHOOL BOARD agree that appropriate review/analysis will be taken regarding the technical requirements of the certification process, and that each party will assert to the other Parties that firms approved for certification are in keeping with the requirements of the applicable certification program.
- 3.4 Each Party shall provide the other Party with documentation, including, but not limited to supporting documentation for the certification of approved firms.
- 3.5 Each party shall assist the other in obtaining information from applicants originally certified from their respective agencies.

ARTICLE 4 - INDEMNIFICATION

- 4.1 Each Party will be liable for its own actions and negligence and, to the extent permitted by law, MIAMI DADE SCHOOL BOARD shall indemnify, defend and hold harmless PALM BEACH SCHOOL BOARD against any actions, claims or damages arising out of PALM BEACH SCHOOL BOARD'S negligence in connection with this Agreement. ~~PALM BEACH SCHOOL BOARD shall~~ indemnify, defend and hold harmless MIAMI DADE SCHOOL BOARD against

Initials Board _____

Initials School Board of Palm Beach _____

any actions, claims or damages arising out of PALM BEACH SCHOOL BOARD'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by any party to indemnify the other parties for such other Party's negligent, willful or intentional acts or omissions.

ARTICLE 5 - RECORDS

- 5.1 MIAMI DADE SCHOOL BOARD and PALM BEACH SCHOOL BOARD shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

ARTICLE 6 - ASSIGNMENT & AMENDMENTS

- 6.1 The Parties agree not to assign any right, title or interest hereunder without the prior written consent of all other parties. Any attempt by any party to assign, transfer or sell any of the rights, duties, or obligations under this Interlocal Agreement without first obtaining such consent is null and void.
- 6.2 The Parties further agree that no modification, amendment, or alteration in the terms contained in this written document shall be effective unless contained in a written instrument executed after being duly approved by the governing board of each respective party.

ARTICLE 7 - TERMINATION

- 7.1 Any Party may terminate this Interlocal Agreement by providing thirty (30) days written notice of its intention to cancel this Interlocal Agreement, at which time this Agreement shall be canceled as of thirty (30) days after the date of such notice. If only one party cancels this Interlocal Agreement, the Agreement will remain in full force and effect for the remaining parties.

Initials Board _____

Initials School Board of Palm Beach _____

ARTICLE 8 - CONTRACT ADMINISTRATORS & NOTICE

8.1 The Contract Administrators for each party shall be as follows:

For MIAMI DADE SCHOOL BOARD:
Economic Equity & Diversity Compliance Officer
1450 N.E. Second Avenue, Suite 428
Miami, FL 33132
Telephone: (305) 995-1307
Facsimile: (305) 523-0739

For PALM BEACH SCHOOL BOARD:
Director for Office of Diversity in Business Practices
3300 Summit Boulevard
West Palm Beach, FL 33406-5869
Telephone: (561) 681-2412
Facsimile: (561) 434-7405

8.2 Whenever a party desires to give notice to the others, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. the Parties designate the Contract Administrators above for providing notice as required under this Agreement:

ARTICLE 9 - RECORDATION/FILING

9.1 A copy of this Agreement shall be filed with the Clerk & Comptroller of the Circuit Court in and for Palm Beach County, as provided by Section 163-01 (11), Florida Statutes.

ARTICLE 10 – NO THIRD-PARTY BENEFICIARIES

10.1 The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against the Parties based upon this Agreement.

Initials Board _____

Initials School Board of Palm Beach _____

ARTICLE 11 - ENTIRE AGREEMENT

11.1 This Agreement contains the entire understanding of the Parties relating to the subject matter hereof superseding all prior communications between the Parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by all Parties. The failure of a Party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full forces and effect.

ARTICLE 12 - SEVERABILITY

12.1 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected thereby.

ARTICLE 13 – VENUE, REMEDIES & WAIVER OF JURY TRIAL

13.1 This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and all such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

13.2 **BY ENTERING INTO THIS INTERLOCAL AGREEMENT, MIAMI DADE SCHOOL BOARD AND PALM BEACH SCHOOL BOARD HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

Initials Board _____

Initials School Board of Palm Beach _____

ARTICLE 14 - INSPECTOR GENERAL

14.1 MIAMI DADE SCHOOL BOARD and PALM BEACH SCHOOL BOARD agrees and understands that (each respective School Board's Office of Inspector General) shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by either School Board with regard to this Agreement. Both MIAMI DADE SCHOOL BOARD's and PALM BEACH SCHOOL BOARD's employees, vendors, officers and agents shall furnish each other's respective Office of Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the respective Office of Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to this Agreement. Furthermore, MIAMI DADE SCHOOL BOARD understands, acknowledges and agrees to abide by School Board Policy 1.092(4)(d) and PALM BEACH SCHOOL BOARD understands, acknowledges and agrees to abide by School Board Policy 6460.

ARTICLE 15 - EQUAL OPPORTUNITY PROVISION

15.1 The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender, gender identity or expression be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

ARTICLE 16 - NO AGENCY RELATIONSHIP

16.1 Neither party is an agent or servant of the other. No person employed by either party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit,

Initials Board _____

Initials School Board of Palm Beach _____

unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the party by whom they are employed.

ARTICLE 17 - SURVIVAL

17.1 Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive.

IN WITNESS WHEREOF, the School Board of Miami Dade County, Florida and School Board of Palm Beach County, Florida hereto have executed this Interlocal Agreement by their respective duly authorized officers on the respective dates by each signature. School Board of Miami Dade County, Florida signing by and through Chairman or Vice Chair is authorized to execute same by Board action on the _____ day of _____ 2019 and School Board of Palm Beach County, Florida signing by and through Chairman or Vice Chairwoman is authorized to execute same by Board action on the _____ day of _____ 2019.

THE SCHOOL BOARD OF MIAMI DADE COUNTY, FLORIDA

**THE SCHOOL BOARD OF
MIAMI-DADE COUNTY, FLORIDA,**

By: _____
Alberto M. Carvalho, Superintendent of Schools

Dated: _____

**REVIEWED AND APPROVED AS TO
LEGAL FORM**

By: _____
School Board Attorney

Initials Board _____
Initials School Board of Palm Beach _____

THE SCHOOL BOARD OF PALM BEACH COUNTY

**THE SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA,**

By: _____
Chuck Shaw, Chairman

Dated: _____

By: _____
Donald E. Fennoy, II, Ed.D
Superintendent

**REVIEWED AND APPROVED AS TO
LEGAL FORM**

By: _____
School Board Attorney

Dated: _____



**INTERLOCAL COOPERATIVE AGREEMENT
BY AND AMONG
PALM BEACH COUNTY and
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

THIS INTERLOCAL COOPERATIVE AGREEMENT FOR THE PURPOSE OF SHARING VENDOR INFORMATION AND FACILITATING THE SUBMISSION OF DOCUMENTS FOR CERTIFICATION ("Agreement") is made and entered as of the 1st day of _____, 2019 ("Effective Date"), by and among the **PALM BEACH COUNTY** (hereinafter referred to as "County"), a body corporate and public existing under the laws of the State of Florida, with its principal address at 50 S. Military Trail, Suite 202, West Palm Beach, Florida 33415, a political subdivision of the State of Florida; and **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA** (hereinafter referred to as "Board"), a body corporate and public existing under the laws of the State of Florida, with its principal address at 1450 NE 2nd Avenue, #912, Miami, Florida, 33132, a political subdivision of the State of Florida (hereinafter collectively referred to as "Parties" and a single "Party").

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969" authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

WHEREAS, it is the goal of County's Office of Small Business Assistance, and Board's Office of Economic Opportunity to share information from its centralized certification database (hereinafter referred to as "Certification Database"), for purposes of sharing information of certified firms to increase the vendor pool of each Party;

WHEREAS, the sharing of information establishes continuity, reduces burden to local business owners and ease of reference for the Parties, vendors, and community at large when accessing vendor information and community outreach of events from the Database;

WHEREAS, The School Board of Miami-Dade County, Florida, approved this Agreement at its regular Board Meeting of _____, 2019.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Initials Board _____
Initials County _____

RECITALS

The above recitals are true and correct and the Parties hereby incorporate them into this Agreement.

DEFINITIONS

CERTIFICATION DATABASE - a systematized collection of data that can be electronically accessed and manipulated, maintained and managed by each Party for the specific purpose of gathering information as it pertains to vendor certification in all respective Programs.

DATA – information on vendor certification in SBE (Small Business Enterprise), and M/WBE (Minority Women Business Enterprise) Programs stored in a database maintained and managed by County.

PROGRAM – small business enterprise program(s) provided for by the Parties for purposes of aiding, counseling, assisting and protecting the interests of small business concerns

VENDOR - an individual or business certified to provide commodities, goods, or services under the County's SBE and M/WBE Programs and are doing business with the Board.

TERMS

1. **TERM OF AGREEMENT:** This Agreement shall be for two (2) years from the Effective Date. The Agreement may be extended for two (2) one-year terms upon mutual written agreement of the Parties. A Party reserves the right to terminate this Agreement with the other Parties without cause, by giving thirty (30) days prior written notice to the non-termination initiating Parties.

2. **RESPONSIBILITIES OF THE PARTIES:**

2.1 **CERTIFICATION:** Certification of firms and information contained in the Certification Database shall be conducted and provided by both Parties. Each Party shall provide certification information that is easily accessible and facilitate the certification process for the business owner. The Parties shall follow the certification requirements of their respective boards.

2.2 **STAFF APPOINTEE:** Parties shall designate a person to act under the direction of and on behalf of the respective Party. Such person shall be designated by the Director or designee of the County's Office of Business

Initials Board _____

Initials County _____

Services and Resource Management or designee for the School Board's Office of Economic Opportunity, respectively.

- 2.3 **MEETINGS:** The respective designated representative or staff appointee(s) shall meet on an as need basis at a mutually agreeable place, date and time for a minimum of three (3) times in a calendar year, by phone and/or in-person. The purpose of these meetings is to share information, discuss best practices, and provide vendor feedback. The ultimate decision-making authority shall rest with each Party's board. It is not the intent of the Parties that this group be considered an advisory group.
- 2.4 **REPORTS:** Parties shall report quarterly to each Party the number of vendors certified and any other information mutually agreed on by both Parties.
- 2.5 **COSTS:** There are no costs associated with this Agreement.
3. **MERGER AND MODIFICATION OF AGREEMENT:** This Agreement constitutes the entire agreement among the Parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement executed by the governing bodies of the Parties.
4. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement contains the complete understanding and agreement of the Parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employee, agent or representative of either Party shall be binding on either Party as a warranty or otherwise, except as expressly set forth herein.
5. **ASSIGNMENT:** This Agreement may not be assigned without the prior written agreement of the Parties. If a Party tries to make such an assignment, such purported assignment shall be deemed null and void and shall constitute a condition of default.
6. **GOVERNING LAW; VENUE:** This Agreement is governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall hereby lie exclusively in a court of competent jurisdiction located in Miami-Dade County, Florida.

Initials Board _____
Initials County _____

7. **DEFAULT:** If the Parties fail to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the Parties may act in accordance with the Termination clause of this Agreement.
8. **ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS:** This Agreement is subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Parties shall keep records to show its compliance with program requirements. The Parties must make available, upon request of the Party or Parties, a federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Parties which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The parties shall maintain records related to this Agreement in accordance with all applicable Florida Statutes.
9. **AUDIT:** All records, regardless of physical form, of the Parties relevant to this Agreement are subject to examination by Management and Audit Department of the Parties. The Parties shall maintain all such records for at least three (3) years following completion of this Agreement.
10. **PAYMENT OF TAXES TO STATE:** The Parties are not responsible for and shall not pay local, state, or federal taxes.
11. **SEVERABILITY:** If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and, if possible, the rights and obligations of the Parties are to be construed and enforced as if Agreement did not contain that term.
12. **FORCE MAJEURE:** Parties are not responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond Parties reasonable control and Parties give notice immediately upon occurrence of the event causing the delay or default or that is reasonably expected to renew this Agreement at least 60 days before the scheduled termination date.
13. **TERMINATION OF AGREEMENT:** Each Party reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days written notice to the other Parties. If said Agreement should be terminated for convenience as provided herein, each Party shall be relieved of all obligations under this Agreement.

Initials Board _____
Initials County _____

14. WRITTEN NOTICE DELIVERY: Any notice required or permitted to be given under this Agreement by one Party to the other Party ("Notice") shall hereby be in writing and shall hereby be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified.

PARTIES ADDRESS:

County's Address: County for all purposes under this Agreement and for all Notices hereunder shall hereby be:

County Agency: Board of County Commissioners of Palm Beach County
Attn: Verdenia C. Baker, County Administrator
301 N. Olive Avenue
West Palm Beach, FL 33401

Contact's Name/Title: Tonya Davis Johnson, District
Palm Beach County Office of Small Business Assistance

Address: 50 S. Military Trail, Suite 202
West Palm Beach, FL 33415

Telephone #: 561-616-6840

And a copy to: Palm Beach County Office of the General Council
Denise Marie Neiman
301 N Olive Avenue, Suite 601
West Palm Beach, FL 33401

Board's Address. The address for the School Board for all purposes under this Agreement and for all Notices hereunder shall hereby be:

Board Agency: The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

Initials Board _____
Initials County _____

With a copy to: The School Board of Miami-Dade County, Florida
Department: Office of Economic Opportunity
Director: Attention: **Torey Alston, Economic Equity & Diversity Compliance Officer**
Address: 1450 N.E. Second Ave., Suite 428
Miami, FL 33150

And a copy to: The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, Esquire
School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

15. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgments pages, if any; may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS HEREOF, the Parties have executed this Agreement in triplicate originals on the date first above written.

BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY

By: _____
Verdenia C. Baker, County Administrator
301 N. Olive Avenue
West Palm Beach, FL 33401
Tel. #561-355-2030

Dated: _____

Approved as to Form and Legal Sufficiency

By: _____
Denise Marie Neiman
Palm Beach County Attorney

Dated: _____

Initials Board _____
Initials County _____

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Alberto M. Carvalho, Superintendent of Schools
1450 N.W. 2nd Street, Suite 926
Miami, Florida 33132
305-995-2940

Dated: _____

Approved as to Form and Legal Sufficiency

By: _____
School Board Attorney

Dated: _____

Initials Board _____
Initials County _____



**INTERLOCAL COOPERATIVE AGREEMENT
BY AND AMONG
BROWARD COUNTY and
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

THIS INTERLOCAL COOPERATIVE AGREEMENT FOR THE PURPOSE OF SHARING VENDOR INFORMATION AND FACILITATING THE SUBMISSION OF DOCUMENTS FOR CERTIFICATION ("Agreement") is made and entered as of the 1st day of _____, 2019 ("Effective Date"), by and among the **BROWARD COUNTY** (hereinafter referred to as "County"), a body corporate and public existing under the laws of the State of Florida, with its principal address at 115 S. Andrews Ave., Ft. Lauderdale, Florida 33301, a political subdivision of the State of Florida; and **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA** (hereinafter referred to as "Board"), a body corporate and public existing under the laws of the State of Florida, with its principal address at 1450 NE 2nd Avenue, #912, Miami, Florida, 33132, a political subdivision of the State of Florida (hereinafter collectively referred to as "Parties" and a single "Party").

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969" authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

WHEREAS, it is the goal of County's Office of Business Services and Resource Management, and Board's Office of Economic Opportunity to share information from its centralized certification database (hereinafter referred to as "Certification Database"), for purposes of sharing information of certified firms to increase the vendor pool of each Party;

WHEREAS, the sharing of information establishes continuity, reduces burden to local business owners and ease of reference for the Parties, vendors, and community at large when accessing vendor information and community outreach of events from the Database;

WHEREAS, The School Board of Miami-Dade County, Florida, approved this Agreement at its regular Board Meeting of _____, 2019.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Initials Board _____
Initials County _____

RECITALS

The above recitals are true and correct and the Parties hereby incorporate them into this Agreement.

DEFINITIONS

CERTIFICATION DATABASE - a systematized collection of data that can be electronically accessed and manipulated, maintained and managed by each Party for the specific purpose of gathering information as it pertains to vendor certification in all respective Programs.

DATA – information on vendor certification in CBE (County Business Enterprise), SBE (Small Business Enterprise), DBE (Disadvantage Business Enterprise), and ACDBE (Airport Concessions Disadvantaged Business Enterprise) Programs stored in a database maintained and managed by the County.

PROGRAM – small business enterprise program(s) provided for by the Parties for purposes of aiding, counseling, assisting and protecting the interests of small business concerns

VENDOR - an individual or business certified to provide commodities, goods, or services under the County's CBE, SBE, DBE, and ACDBE Programs, and are doing business with the Board.

TERMS

1. **TERM OF AGREEMENT:** This Agreement shall be for two (2) years from the Effective Date. The Agreement may be extended for two (2) one-year terms upon mutual written agreement of the Parties. A Party reserves the right to terminate this Agreement with the other Parties without cause, by giving thirty (30) days prior written notice to the non-termination initiating Parties.

2. **RESPONSIBILITIES OF THE PARTIES:**

2.1 **CERTIFICATION:** Certification of firms and information contained in the Certification Database shall be conducted and provided by both Parties. Each Party shall provide certification information that is easily accessible and facilitate the certification process for the business owner. The Parties shall follow the certification requirements of their respective boards.

Initials Board _____

Initials County _____

- 2.2 **STAFF APPOINTEE:** Parties shall designate a person to act under the direction of and on behalf of the respective Party. Such person shall be designated by the Director or designee of the County's Office of Economic and Small Business Development or designee for the School Board's Office of Economic Opportunity, respectively.
- 2.3 **MEETINGS:** The respective designated representative or staff appointee(s) shall meet on an as need basis at a mutually agreeable place, date and time for a minimum of three (3) times in a calendar year, by phone and/or in-person. The purpose of these meetings is to share information, discuss best practices, and provide vendor feedback. The ultimate decision-making authority shall rest with each Party's board. It is not the intent of the Parties that this group be considered an advisory group.
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5. **ASSIGNMENT:** This Agreement may not be assigned without the prior written agreement of the Parties. If a Party tries to make such an assignment, such purported assignment shall be deemed null and void and shall constitute a condition of default.
6. ~~**GOVERNING LAW, VENUE:** This Agreement is governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for~~

Initials Board _____
Initials County _____

any claim shall hereby lie exclusively in a court of competent jurisdiction located in Miami-Dade County, Florida.

7. **DEFAULT:** If the Parties fail to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the Parties may act in accordance with the Termination clause of this Agreement.
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Initials Board _____

Initials County _____

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PARTIES Address:

County's Address: County for all purposes under this Agreement and for all Notices hereunder shall hereby be:

County Agency: Board of County Commissioners of Broward County
Attn: Bertha Henry, County Administrator
115 S. Andrews Ave.
Fort Lauderdale, FL 33301

Contact's Name/Title: Sandy-Michael McDonald, Director
Broward County Office of Economic and Small Business
Development

Address: 115 S. Andrews Ave., Room A680
Telephone #: 954-357-6400

And a copy to: Broward County Office of the County Attorney
Andrew J. Myers, Esq.
115 S. Andrews Ave., Room 423
Ft. Lauderdale, FL 33301

Board's Address. The address for the School Board for all purposes under this Agreement and for all Notices hereunder shall hereby be:

Board Agency: The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to: The School Board of Miami-Dade County, Florida
Department: Office of Economic Opportunity

Director: Attention: **Torey Alston, Economic Equity & Diversity Compliance Officer**

Initials Board _____
Initials County _____

Address: 1450 N.E. Second Ave., Suite 428
Miami, FL 33150

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, Esquire
School Board Attorney'
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

15. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgments pages, if any; may be detached from the counterparts and attached to a single copy of this document to physically form one document.

IN WITNESS HEREOF, the Parties have executed this Agreement in triplicate originals on the date first above written.

BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY

By: _____
Broward County Board of County
Attn: Bertha Henry, County Administrator
115 S. Andrews Ave.
Fort Lauderdale, FL 33301
954-357-7000

Dated: _____

Approved as to Form and Legal Sufficiency

By: _____
Andrew J. Myers, County Attorney
Broward County

Dated: _____

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: _____

Dated: _____

Initials Board _____
Initials-County _____

Alberto M. Carvalho, Superintendent of Schools
1450 N.W. 2nd Street, Suite 926
Miami, Florida 33132
305-995-2940

Approved as to Form and Legal Sufficiency

By: _____
School Board Attorney

Dated: _____

Initials Board _____
Initials County _____

